UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF WASHINGTON

In re: Ana B. Mosquera		Case No.	
		CHAPTER 13 PLAN	
		CIM IER ISTEM	
		X Original AMENDED	
	Debtor(s).	Date: October 5, 2019	
I.	Disclosure of Nonstandard Provisions and Plan's Modification of Secured Debt:		
	A. Does this plan contain any nonstandard provisions (c	heck one)?	
	Yes		
	X No		
	B. Does this plan limit the amount of a secured claim bas	sed on a valuation of the collateral for the claim	
	(check one)?		
	Yes No		
	C. Does this plan avoid a security interest or lien (check	one)?	
	Yes	one).	
	X No		
If the D		on above or made no selection, any nonstandard provision or	
languag	ge in this plan purporting to limit the amount of a secured of	claim based on a valuation of the collateral or to avoid a security	
		on 1.B or Section 1.C, the Debtor may seek to limit the amount of a	
secured	claim based on a valuation of the collateral for the claim	or avoid a security interest or lien through a motion or an adversary	
proceed	ling.		
II.	Means Test Result and Plan Duration:		
	Debtor is (check one):	annliaghla commitment naried	
	X a below median income debtor with a 36 month		
	an above median income debtor with a 60 mont	n applicable communent period	
of allov	ved unsecured claims over a shorter period or is modified p	ommitment period unless the plan either provides for payment in full post-confirmation. If the Debtor is below median income, then the	
plan's l	ength shall automatically be extended up to 60 months after	er the first payment is due if necessary to complete the plan	
1II.	Plan Payments to the Trustee:		
	later than 30 days after the order for relief, the Debtor sha	all commence making payments to the Trustee as follows:	
	A. AMOUNT: \$ 775.00		
	B. FREQUENCY (check one):		
	X Monthly		
	Twice per month		
	Every two weeks		
	Weekly		
	C. TAX REFUNDS: The Debtor (check one):		
		Committed refunds shall be paid in addition to the plan payment	
	amount stated above.	discolor If an advantage of the second	
		the plan. If no selection is made, tax refunds are committed.	
		from the Debtor's wages unless otherwise agreed to by the Trustee	
	or ordered by the Court. E. OTHER:		
	L. CIIIII.		

IV. Distribution of Plan Payments by the Trustee:

Upon confirmation of the plan, the Trustee shall disburse funds received in the following order and creditors shall apply them accordingly, provided that disbursements for domestic support obligations and federal taxes shall be applied according to applicable non-bankruptcv law: ADMINISTRATIVE EXPENSES: A. 1. Trustee. The percentage set pursuant to 28 USC §586(e). 2. Other administrative expenses. As allowed pursuant to 11 USC §§ 507(a)(2) or 707(b). 3. The Debtor's Attorney's Fees: Pre-confirmation attorney's fees and/or costs and expenses are estimated to be \$ **4,000.00** . \$ **700.00** was paid prior to filing. Approved attorney compensation shall be paid as follows (check one): a. X Prior to all creditors b. Monthly payments of \$ c. All remaining funds available after designated monthly payments to the following creditors: . . d. Other: . If no selection is made, approved compensation will be paid after the monthly payments specified in Sections IV.B and IV.C. B. CURRENT DOMESTIC SUPPORT OBLIGATIONS: Creditor Monthly amount -NONE-C. SECURED CLAIMS: Only creditors holding allowed secured claims specified below or provided in Section X will receive payment from the Trustee. Unless ranked otherwise, payments to secured creditors will be disbursed at the same level. Secured creditors shall retain their liens until the earlier of payment of the underlying debt, determined under nonbankruptcy law, or discharge under 11 U.S.C. § 1328. Secured creditors shall not assess any late charges, provided payments from the plan to the secured creditor are current, subject to the creditor's rights under state law if the case is dismissed. The interest rates in the plan control except that (a) a lower interest rate included in a creditor's proof of claim shall control; and (b) the interest rate included in a creditor's proof of claim for a claim secured by a mortgage or deed of trust on real property shall control, unless otherwise provided in Section X or ordered following an objection to a proof of claim or in an adversary proceeding. If the interest rate is left blank, the interest rate shall be 12% except that the interest rate for arrearages on claims secured by a mortgage or deed of trust on real property shall be 0%. For claims secured by personal property, the monthly payment amounts in the plan control. For claims secured by real property, the monthly payment amounts in the creditor's proof of claim and notice of payment change control unless otherwise provided in Section X. If overall plan payments are sufficient, the Trustee may increase or decrease post-petition installments for ongoing mortgage payments, homeowner's dues and/or real property tax holding accounts based on changes in interest rates, escrow amounts, dues and/or property taxes. Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured Only by Security Interest in the Debtor's Principal Residence (Interest included in payments at contract rate, if applicable): Ongoing Payments: Rank **Monthly Payment** Creditor Collateral -NONE-

2. Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured by Real Property Other than the Debtor's Principal Residence:

Ongoing	Payments:
Ongoing	, i ayıncınıs.

Rank 1	Monthly Paymer	Creditor 530.00 BECU	<u>Collateral</u> 2017 Jeep Cherokee 56000 miles		Interest Rate 6.00	%
Cure Pay	yments: Monthly Payment \$	Creditor -NONE-	<u>Collateral</u>	Arrears to be Cured	Interest Rate	_ %
interest i other per pre-conf	in any motor vehicle ersonal property acqui firmation adequate pr on Monthly Payment	a. 910 Collater ntract balance stated in acquired for the perso ired within one year protection payments sha	claims Secured by Personal Property: ral. In the allowed proof of claim for a purchar on the Debtor within 910 days proceeding the filing date of the petition as all be paid by the Trustee in the amounts mounts stated as the "Monthly Payment"	oreceding the filing date of the s specified below. The Debto s stated as the "Pre-Confirma"	or stipulates ti ation Adequa	hat te
Rank	Monthly Payment	Creditor -NONE-	<u>Collateral</u>	Pre-Confirmation Adequate Protection Monthly Payment \$	Interest Rate	_ %
a timely collatera	objection to a proof of al. The Debtor stipula Pre-Confirmation Add	of claim or in an adventes that pre-confirmation	in the proof of claim, unless otherwise preary proceeding, for a security interest ion adequate protection payments shall onthly Payment" or, if blank, in the amou	in personal property which is be paid by the Trustee in the	s non-910 amounts stat	•
specified			Debtor's Value of	Pre-Confirmation Adequate Protection	Interest Rate	
specified Rank	Monthly Payment	Creditor -NONE-	<u>Collateral</u> <u>Collateral</u>	Monthly Payment \$		- %

100% **X** At least \$ **0**.

The Trustee shall pay the following specially classified nonpriority unsecured claims prior to other nonpriority unsecured claims:

Rank Creditor **Amount of Claim** Percentage to be Paid **Reason for Special Classification** -NONE-

V. Direct Payments to be made by the Debtor and not by the Trustee:

The following claims shall be paid directly by the Debtor according to the terms of the contract or support or withholding order, and shall receive no payments from the Trustee. (Payment stated shall not bind any party.)

A. DIRECT PAYMENT OF DOMESTIC SUPPORT OBLIGATIONS:

-NONE-	Current Monthly Sup \$ 	port Obligation Monthl	y Arrearage Payment
В.	OTHER DIRECT PAYMENTS:		
Creditor -NONE-	Nature of Debt	Amount of Claim \$	Monthly Payment \$

VI. Secured Property Surrendered:

The secured property described below will be surrendered to the following named creditors on confirmation. The Debtor requests that upon confirmation, each creditor (including successors and assigns) to which the Debtor is surrendering property pursuant to this section be granted relief from the stays of 11 U.S.C. §§ 362(a) and 1301(a) to enforce its security interest against the property including taking possession and sale.

Creditor OneMain

<u>Property to be Surrendered</u> Civic 2007 Honda 233000 miles

VII. Executory Contracts and Leases:

The Debtor will assume or reject executory contracts or unexpired leases as specified below. Assumption will be by separate motion and order, and any cure and/or continuing payments will be paid directly by the Debtor under Section V, unless otherwise specified in the plan. Any executory contract or unexpired lease not assumed pursuant to 11 U.S.C § 365(d) is rejected. If rejected, upon confirmation the creditor is granted relief from the stays of 11 U.S.C. §§ 362(a) and 1301(a) with respect to the property which is the subject of the rejected contract or lease, and any allowed unsecured claim for damages shall be paid under Section IV.E.

Contract/Lease -NONE-

Assumed or Rejected

VIII. Property of the Estate:

Property of the estate is defined in 11 U.S.C. § 1306(a). Unless otherwise ordered by the Court, property of the estate in possession of the Debtor on the petition date shall vest in the Debtor upon confirmation. However, the Debtor shall not lease, sell, encumber, transfer or otherwise dispose of any interest in real property or personal property without the Court's prior approval, except that the Debtor may dispose of unencumbered personal property with a value of \$10,000 or less without the Court's approval. Property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) acquired by the Debtor post-petition shall vest in the Trustee and be property of the estate. The Debtor shall promptly notify the Trustee if the Debtor becomes entitled to receive a distribution of money or other property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) with a value in excess of \$2,500, unless Section X specifically provides for the Debtor to retain the money or property.

IX. Liquidation Analysis Pursuant to 11 USC § 1325(a)(4)

X. Nonstandard Provisions:

All nonstandard provisions of this plan are set forth in this section and separately numbered. Any nonstandard provision placed elsewhere in this plan is void. Any modifications or omissions to the form plan not set forth in this section are void.

By filing this plan, the attorney for the Debtor(s) or the Debtor(s) if not represented by an attorney certify that the wording and order of the provisions in this plan are identical to those contained in Local Bankruptcy Form 13-4, other than any nonstandard provisions included in Section X.

(Signature Page)

/s/ Ellen Ann Brown	/s/ Ana B. Mosquera	October 5, 2019
Ellen Ann Brown 27992	Ana B. Mosquera	Date
Attorney for Debtor(s)	DEBTOR	
October 5, 2019		
Date	DEBTOR	Date